

COVENANT RUNNING WITH THE LAND IN
FAVOR OF
MIAMI-DADE COUNTY

The undersigned, _____; as the owner(s) of the following described real property (hereinafter called “the Property”):

Located at _____ pursuant to Section 24-12 .1(5) (a) of the Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in favor of Miami-Dade County.

The undersigned agree(s) and covenant(s) to the following:

1. Hazardous materials, shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the Northwest Wellfield protection area or within the West Wellfield Interim protection area or within the basic wellfield protection area of any public utility potable water supply well and hazardous wastes shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted; said hazardous materials or hazardous wastes may be used, handled, generated, disposed of, discharged or stored on the Property only to the extent permitted by any such variance from the Environmental Quality Control Board of Miami-Dade County.
2. Fuels and lubricants required for rockmining operations (lake excavations, concrete batch plants, rock crushing and aggregate plants) within the Northwest Wellfield protection area or within the West Wellfield interim protection area; electrical transformers serving non-residential land uses; small quantity generators of hazardous wastes as defined in Chapter 24 of the Miami-Dade County Code within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield; and existing land uses required by the Director or his designee to correct violations of this chapter; shall not be prohibited when the following water pollution prevention and abatement measures and practices will be provided.
 - (i) Monitoring and detection of water pollution caused by hazardous materials, and
 - (ii) Secondary containment of water pollution caused by hazardous materials, and
 - (iii) Inventory control and record-keeping of hazardous materials, and
 - (iv) Stormwater management of water pollution caused by hazardous materials, and
 - (v) Protection and security of facilities utilized for the generation, storage, usage, handling, disposal or discharge of hazardous materials.

Said water pollution prevention and abatement measures and practices shall be subject to the approval of the Director of the Department of Environmental Resources Management or his designees.

3. The use, handling or storage of factory pre-packaged products intended primarily for domestic use or consumption determined by the Director of the Department of Environmental Resources Management or his designee to be hazardous materials shall not be prohibited, provided however, that:
 - (i) The use, handling or storage of said factory pre-packaged products occurs only within a building, and
 - (ii) The non-residential land use is an office building use (or equivalent municipal land use) or a business district use (or equivalent municipal land use) engaged exclusively in retail sales of factory pre-packaged products intended primarily for domestic use or consumption, and
 - (iii) The non-residential land use is served or is to be served by an operable public water main and an operable public sanitary sewer, and
 - (iv) Said building is located more than thirty (30) days travel time from any public utility potable water supply well.
4. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the property of the existence and contents of this Covenant.
5. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
6. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
7. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Director or his designee determines that the Property is neither within the Northwest Wellfield protection area nor within the West Wellfield interim protection area nor within the average day pumpage wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield nor within the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF _____, the undersigned have caused this Covenant to be executed this _____ day of _____, 20_____.

INDIVIDUAL

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

OWNER (S):

Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____

Print _____

State of Florida at Large (Seal)

My Commission Expires:

CORPORATION

WITNESSES:

Sign _____

Print _____

Sign _____

Print _____

Corporation _____

Sign _____

Print _____

Title _____

Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign _____

Print _____

State of Florida at Large (Seal)

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

DERM-ENVIRONMENTAL RESOURCES MANAGEMENT
11806 SW 26 STREET, SUITE 124
MIAMI, FLORIDA. 33175